MAIL TO:

STATE OF UTAH DIVISION OF PURCHASING 3150 STATE OFFICE BUILDING, STATE CAPITOL P.O. BOX 141061 SALT LAKE CITY, UTAH 84114-1061 TELEPHONE (801) 538-3026 http://www.purchasing.state.ut.us

Request for Proposal



Date Sent:

Solicitation Number:

Due Date:

November 4, 2002

GM3013

11/26/02 at 3:00 P.M.

Agency Contract

Goods and services to be purchased: ON-LINE AND PHONE REGISTRATION SYSTEM FOR MIGRATORY BIRDS IN UTAH.

Please complete

Company Name		Federal T	ax Identification Number		
Ordering Address	City	State	Zip Code		
Remittance Address (if different from ordering address)	City	State	Zip Code		
Туре	Company Contact Person		•		
☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government					
Telephone Number (include area code)	Fax Number (include area code)				
Company's Internet Web Address	Email Address				
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)				
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.					
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes No If no, enter where produced, etc					
Offeror's Authorized Representative's Signature	Date				
Type or Print Name	Position or Title				

STATE OF UTAH DIVISION OF PURCHASING

Request for Proposal

Solicitation Number: GM3013

Due Date: 11/26/02

Vendor Name:

THE STATE OF UTAH, DIVISION OF WILDLIFE RESOURCES (UDWR), IS SOLICITING THIS REQUEST FOR PROPOSALS (RFP) FOR A VENDOR TO ADMINISTER UTAH'S HARVEST INFORMATION PROGRAMS (HIP), A MIGRATORY BIRD HUNTER REGISTRATION PROGRAM. THE SOLUTION WILL REQUIRE BOTH A TOLL FREE PHONE AND INTERNET APPLICATION TO COLLECT THE REQUIRED HUNTER INFORMATION. THE REQUIREMENTS ARE ATTACHED.

THREE COPIES OF THE RFP SUBMITTAL ARE REQUIRED BY THE DUE DATE AND TIME LISTED ON THE RFP COVER PAGE.

THE AWARD WILL RESULT IN A 3 HIP SEASON CONTRACT, APPROXIMATELY 3 YEARS.

WITH TECHNICAL QUESTIONS CONTACT TOM ALDRICH AT UDWR PER THE CONTACT INFORMATION OULINED IN THE REQUIREMENTS. WITH RFP PROCESS OR SUBMITTAL QUESTIONS CONTACT GLENDON MITCHELL, PURCHASING AGENT, 801-538-3138.

REFERENCE RX: 560 35000000030.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.
- 2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with he requirements of
- 3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

this proposal including all terms and conditions.

- 4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.
- 5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
- 6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
- 7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.
- 8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to <u>Utah Code Annotated</u> 65-56-

- 21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a register of proposals shall be established. The register shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 <u>Utah Code Annotated 1953</u>, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (<u>Utah Administrative Code</u> Section R33). These are available on the Internet at www.purchasing.state.ut.us.

(Revision 2/14/2000 - RFP.Instructions)

REQUEST FOR PROPOSAL

Division of Wildlife Resources Department of Natural Resources HIP Administration

Submitted: November 4, 2002

Purpose

The Utah Division of Wildlife Resources (UDWR) wants to contract with a vendor to administer Utah's Harvest Information Program (HIP), a migratory bird hunter registration program required by the US Fish and Wildlife Service (USFWS) of all states that allow migratory bird hunting. We desire to use the RFP process because cost is only one criterion that needs to be evaluated in awarding the bid. Because accurate, timely, and detailed information is essential in meeting federal requirements, the vendors experience in providing HIP services is an important factor and needs to be evaluated in addition to cost.

Scope of Work

Program:

Utah's HIP provides the USFWS and the UDWR with an annually updated migratory bird hunter database from which national and state harvest estimates can be generated. Survey data is used to better manage migratory bird populations. We estimate between 30,000 and 35,000 hunters will register during a HIP season (approximately March 1 through January 31 of the following year). We expect several high demand periods prior to the beginning of the various seasons and will work with the vendor to make them aware of those periods. There may be days that receive upwards of 2000 calls and phone lines/websites must be capable of handling this volume. This contract will run for a period of 3 HIP seasons.

Process:

The vendor will provide both phone (toll free) and Internet applications to collect required hunter information. The information will be collected per the specific export format required by the USFWS and the UDWR. Exports will be sent as comma delimited ASCII files. Federal export files will be sent electronically to the USFWS on agreed upon dates (twice monthly beginning in August). All data will be sent to the UDWR electronically on a monthly basis, to be delivered no later than the fifth of every month (March-January), and complete listing of all records during the HIP year no later than 30 days after the HIP year is completed.

Specifications:

The terms of the contract will commence no later than March 1, 2003.

The vendor will supply phone (toll free) and internet applications which will allow the input of specific hunter information (see "script") for the 2003/04, 2004/05, and 2005/06 HIP cycles. In addition, the primary system will incorporate a second system to enable UDWR field and customer service personnel and USFWS law enforcement officers to call the system and verity hunter participation. The verification system will be available 24 hours a day and 7 days a week.

The vendor will capture the data and electronically transmit it to the USFWS and the UDWR. The caller will receive a unique confirmation number (HIP number) to validate their participation in the program.

Designated information fields (see attachment) will be transmitted to the USFWS on a bi-weekly basis. Data is to be encrypted and sent to the specified USFWS FTP site. The entire file, including license number, license type, and HIP registration number, is to be retained for UDWR and forwarded electronically no later that the 5th of each month. Data transmitted to the USFWS must be fixed length ASCII records of 164 bytes, the order and length of the fields must be exact to the file structure as defined by the USFWS. If any field is longer, the data should be truncated. If any field is shorter, append with

blanks to match the USFWS structure. Code all alphabetical fields with capital letters, and eliminate punctuation from address field. Code specified fields as "0" if they do not pertain to Utah.

The vendor will bid the job based on the setup fee and cost per phone call or internet entry system resulting in a valid record. A valid record is one that contains a hunter's identifying information, their responses to the questions, and the receipt of a confirmation number.

The setup fee will include:

VRU Programming: VRU (voice response unit) programming to perform the application functions as described. This includes application design, programming, testing, and activating the application several days prior to going "live" so minor changes can be dealt with.

Data Programming: The vendor will work with UDWR to program data entry to accommodate the needs of USFWS and UDWR. Programming includes all database design, field and record definitions and relationships, as well as table normalization.

Voice Recording and Compression: All voice recording and compression of the application is based on finalized script and flowchart. The application will be recorded in English.

Internet Data Acquisition: All records obtained via the internet option shall be subject to the same format and delivery specifications as those obtained via the phone system. The website platform must offer the same functionality as the IVR system.

Transcription: All voice capture will be transcribed on a 48 hour basis, run through scrubbing software to clean up address information and attach zip+4. All internet entries will be screened to clean up address information as well. ANI (automatic number identification) will be utilized. The system will also utilize an internal hunter database for verification of name and address information. Phone and internet entries will be consolidated into a single file and exported according to the specified export file formats to both UDWR and USFWS; the vendor will work with the UDWR to ensure that the data is received in the desired format.

Customer Services: Customer services will include a toll-free help line (customer call center) for hunters to call for assistance on obtaining a HIP number. In addition, at the end of the contract period, the contractor will provide a referral system for a period of 8 months after the HIP season ends, that forwards and/or notifies hunters of the new HIP registration contractor phone number and Web address.

Communication Services: The vendor will receive phone calls at their toll free number and internet input on their website. In addition, the website will be linked to the UDWR home page. The vendor will provide a main carrier for telephone and internet input and the system used will have complete redundancy (a backup system is provided incase of main carrier down time).

Script:

Utah Harvest Information Program Script (subject to minor change and updated annually for calendar year changes):

- 1) Welcome
- 2) Greeting
- 3) Collection of hunter information:
 - a. Hunting license number and <u>license type</u> (license type, i.e. small game, combination, etc., is required because license number alone is not unique in the Utah system)
 - b. Name
 - c. Mailing address
 - d. Primary phone number
 - e. Date of birth
 - f. Date of issue

- 4) Will you hunt migratory birds during the 200_/200_ season? Yes=2/No=1
 - a. If "yes" then,
 - i. Did you hunt ducks during the previous season?
 - 1. Did not hunt
 - 2. Hunted, but did not bag any
 - 3. Bagged between 1-10
 - 4. Bagged more than 10
 - ii. Did you hunt geese during the previous season?
 - 1. Did not hunt
 - 2. Hunted, but did not bag any
 - 3. Bagged between 1-10
 - 4. Bagged more than 10
 - iii. Did you hunt mourning dove during the previous season?
 - 1. Did not hunt
 - 2. Hunted, but did not bag any
 - 3. Bagged between 1-30
 - 4. Bagged more than 30
 - iv. Did you hunt coots or snipe during the previous season? Yes=2 No=1
 - v. Do you plan on purchasing a band-tailed pigeon permit and hunting pigeons in Utah this year? Yes=2/No=1
- 5) HIP registration number issued

Evaluation Criteria

The evaluation will be based upon the following criteria:

- 1) Resources (20%) The contractor must demonstrate that equipment and technology are available to complete the proposed services and staff is sufficient to successfully perform the proposed services.
- 2) Scope of Work (20%) The contractor must demonstrate ability to complete the scope of work in a manner acceptable to UDWR.
- 3) Background and Experience of the Contractor (20%) The contractor must show that their service is qualified and experienced to successfully perform the proposed services.
- 4) Cost (40%) Proposed costs must be consistent and reasonable for the proposed work.

Content Requirements

Three copies of the proposal shall be submitted. Proposals should include details as to how the contractor plans to fulfill the each of the points of the Scope of Work. Technologies to be used shall be specified, and the overall benefits of their use should be covered. Graphics and flowcharts are encouraged. Finally pricing information shall be submitted as setup fee and cost per phone call or internet entry resulting in a valid record.

Evaluation of Proposals

The Wildlife Section of the DWR will do the evaluation and scoring of proposals. The contact person for the DWR is Tom Aldrich at:

Division of Wildlife Resources 1594 West North Temple, Suite 2110 PO Box 146301 Salt Lake City Utah 84114-6301

tomaldrich@utah.gov

Award will be made to the applicant whose proposal is determined to be the most effective for the DWR and with the highest scored evaluation.

Harvest Information Program USFWS Database Structure For Electronic Transferals Point of Sale/Electronic System Format 2002

POSITION	FIELD NAMELENG	<u>TH</u> <u>1</u>	<u>NOTES</u>
001	Title	1	1=Mr. or Male, 2=Ms. or Female,
			Note: Blank will default to Mr. or Male
002-016	First Name	15	
017	Middle Initial	1	
018-037	Last Name	20	
038-040	Suffix	3	Jr, Sr, III, etc.
041-100	Address	60	street address without punctuation
101-120	City	20	
121-122	State	2	
123-132	Zip Code	10	9 digit zip, including hyphen
133-142	Date of Birth	10	mm/dd/yyyy, include slashes
143-152	Date of Issue	10	mm/dd/yyyy, include slashes
153	Hunt Mig. Birds	1	Will you hunt migratory birds this year? 1=no, 2=yes
154	Ducks bag	1	1=did not hunt, 2=0 bagged, 3=1-10 bagged, 4=10+
			bagged
155	Geese bag	1	same as Ducks bag
156	Doves bag	1	1=did not hunt, 2=0 bagged, 3=1-30
			bagged, 5 =31+ bagged
157	Woodcock bag	1	same as Doves bag
158	Coots/Snipe bag	1	1=did not hunt, 2=did hunt
159	Rails/Gallinules	1	1=did not hunt, 2=did hunt
160	Cranes Bag	1	1=will not hunt, 2=will hunt
161	Band-Tailed Pigeons	1	1=will not hunt, 2=will hunt
162	Brant Bag	1	1=will not hunt, 2=will hunt
163	Sea Ducks	1	1= did not hunt, $2=$ did hunt

Additional Formatting Instructions:

- 1. Fixed length ASCII records of 164 bytes, the **order** and **length** of the **fields** must be exact to the structure defined above. The records must have >carriage return= and >line feed= characters as delimiters.
- 2. The Service only wants the records of migratory bird hunters who will be identified by answering 'yes' to the screening question "Will you hunt migratory birds this year".
- 3. If any field is longer in a state database than the above structure allows, then the data should be truncated. If any field is shorter, append with blanks (spaces) to match this structure.
- 4. Code all **alphabetic** fields with **capital letters**, and eliminate punctuation from the address field.
- 5. The title or gender information is optional, but if it can be obtained by a state, please default to Mr. or male if a hunter leaves the question blank.
- 6. Please allow at least 11 characters in the first name field of a state database for names like "Christopher".
- 7. If the suffix is not a separate field, please separate suffixes that have been written in the last name field.
- 8. Code species fields as 0 if they do not pertain to your state.

Sending electronic data to the Service:

The **TWO** files below must be downloaded each time a data file is sent to the Service:

1. **Data File** - Data file naming convention: <state abbreviation><Julian date>.TXT

Example: Data from South Dakota for August 12 = SD224.TXT. The date used should be the date sent to the Service: each file must have a unique

name.

2. **Report File** - Report file naming convention: <state abbreviation> <Julian date>.RPT This file will contain 1 ASCII record and will have the following structure:

POSITION	FIELD NAMELENGTH		<u>NOTES</u>
001-005	Data file	5	w/o extension (Ex. SD229)
006-011	Record count	6	# records in data file
012-017	Total count	6	# records sent year to date

^{***}Must be a separate file from the data file.

- 3. **Mailing floppy disks**: Label disk with state name, file name, and number of records.
- 4. **Electronic data transfers (FTP Server Access)**: State must supply Service with the name, phone number, and Internet mail address of a technical contact for the States HIP data transfers. Sheri S. Williams will supply this individual with a security form that must be completed and faxed or mailed back to the Service. Once a signed security form is received, the State contact will be provided with account and password information, needed to gain access to the Services FTP Server.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

- 1. <u>AUTHORITY:</u> Provisions of this contract are pursuant to the authority set forth in 63-56, <u>Utah Code Annotated</u>, 1953, as amended, Utah State Procurement Rules (<u>Utah Administrative Code</u> Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. <u>CONFLICT OF INTEREST</u>: CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- 6. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
- 7. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- 8. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- **10. RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
- 11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. (Revision date: Apr 24, 2002)